



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
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"To Enrich Lives Through Effective And Caring Service"

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September 03, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 September 3, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR THE 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

SUBJECT

Authorize the Chief Executive Officer to execute a Memorandum of Understanding with the City of Los Angeles to accept funds from the 2012 Justice Assistance Grant.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Executive Office to execute the attached Memorandum of Understanding with the City of Los Angeles to jointly accept funds from the United States Department of Justice, Bureau of Justice Assistance for the 2012 Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$2,365,208 of which the County of Los Angeles will receive 48 percent of the net amount after the reduction of \$47,304 to cover the City of Los Angeles' administrative costs as outlined in the Memorandum of Understanding.
2. Authorize the Chief Executive Office to execute, on behalf of the County of Los Angeles, any actions necessary to amend, create, or extend any programs necessary to achieve the goals of the Justice Assistance Grant programs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Los Angeles (City) and County of Los Angeles (County) agreed to allocate \$1,135,300 to the County for the 2012 Justice Assistance Grant. This amount reflects 50 percent of the \$2,365,208 or \$1,182,604 less approximately 4 percent or \$47,304 for administrative costs incurred by the City.

The Memorandum of Understanding (MOU) is required under the grant guidelines.

Implementation of Strategic Plan Goals

The recommended actions support Countywide Strategic Plan Goal 3: Integrated Services Delivery – Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

Strategic Asset Management Principles Compliance

Not applicable.

FISCAL IMPACT/FINANCING

The 2012 Justice Assistance Grant (JAG) will fund programs for the County's Fiscal Years 2013-14, 2014-15, and 2015-16. JAG does not require a net County cost match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

JAG was established by the 109th Congress in 2005 to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created by merging the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program.

All JAG funded programs must submit yearly performance metrics reports and quarterly financial reports to the Chief Executive Office for processing and eventual reporting to the Department of Justice. Performance Metrics reports require detailed statistical information about each program as well as activities planned for the future. Financial reports require detailed itemized listings of expenditures.

The MOU has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Not applicable.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:GAM:SW

DC:cc

Enclosures

c: Executive Office, Board of Supervisors
County Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____ 2013, by and between the County of Los Angeles, a subdivision of the State of California, acting by and through its governing body, the Los Angeles County Board of Supervisors, ("County"), and the City of Los Angeles, acting by and through its governing body, the City Council, ("City").

WITNESSETH

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County (refer to Board File dated ____/____/____); and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File 13-0411 dated ____/____/____); and

WHEREAS, the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance ("BJA") administers the U.S. Department of Justice, FY 2012 Edward Byrne Memorial Justice Assistance Grant ("FY12 JAG") Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY12 JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the FY12 JAG funds allocated to the City and County and to provide the County with the amount of JAG funds approved by BJA for use as approved by BJA under the FY12 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2011 and end September 30, 2015. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement by BJA to the City of all FY12 JAG funds allocated to the City and County, the CITY agrees to disburse on a reimbursement basis to County that amount allocated by BJA to the County (the "Disbursement Amount"). The Disbursement Amount is the amount of JAG funds allocated to the County by BJA less 4% of such allocated amount to be retained by the City as compensation to the City for its role as applicant/fiscal agent of such FY12 JAG funds. The County agrees to use the FY12 JAG funds allocated to it for those projects approved by BJA under the FY12 JAG program as set forth in the application for the FY12 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY12 JAG funds to the County, the County agrees to enter into a contract with the City setting forth the County's and the City's assurances and obligations regarding the use of FY12 JAG funds, which shall include without limitation compliance with all applicable laws and reporting requirements related to the FY12 JAG program the use of the FY12 JAG funds (the "Contract"). Currently the Disbursement Amount is contemplated to be \$1,135,300.

Section 3.

Nothing in the performance of this MOU shall impose any liability for claims against the City or County other than claims for which liability may be imposed by the California Tort Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this MOU.

Section 4.

Any expenditures made prior to the execution of this MOU shall be eligible for reimbursement by FY12 JAG funds only upon explicit approval by BJA, such approval to be made in BJA's sole discretion. Funding for all periods of this MOU is subject to the continuing availability of Federal funds for this program. The MOU may be terminated immediately upon written notice to County of a loss or reduction of Federal grant funds. Any change in the terms of this MOU, including any increase or decrease in the amount of FY12 JAG funds awarded, shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the parties.

Section 5.

Upon execution of this MOU, the County shall provide performance reports on a quarterly and annual basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the FY12 JAG program.

Section 6.

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort

liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self insured retention of funds to meet any obligation arising from this MOU. City also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the FY12 JAG funds. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY12 JAG grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

Section 8.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 9.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to be executed on the ____ day of _____ 2013.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
WILLIAM T FUJIOKA
Chief Executive Officer

By: 
JENNIFER LEHMAN
Principal Deputy County Counsel

Date: _____

Date: 7/23/13

Attach County Seal Here

CITY OF LOS ANGELES
ERIC M. GARCETTI, Mayor

Attach City Seal Here

By: _____

Date: _____

APPROVED AS TO FORM:
CITY OF LOS ANGELES
MIKE FEUER, City Attorney

ATTEST:
JUNE LAGMAY, City Clerk

By: _____
Steven Hong, Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Council File/CAO Number 13-0411 Date _____

Said Agreement is Number _____ of City Contracts